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 NORTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES DISTRICT COURT  
 11 E-filing  
 12 NORTHERN DISTRICT OF CALIFORNIA  
 13 DMR

14 PATRICK CONNALLY, an individual,

15 Plaintiff,

16 v.

17 FORT MASON MARKET and DELI;  
 18 BARBARA R. BOYLE, Trustee of the  
 19 Barbara R. Boyle Marital Trust; and  
 20 CATHERINE BRANDI-LINT, Trustee of  
 21 the Robert A. Lint and Catherine Brandi-  
 22 Lint 2008 Inter Vivos Trust,

23 Defendants.

24 CASE NO. **cv 10 5890**  
 25 Civil Rights

26 **COMPLAINT FOR INJUNCTIVE RELIEF  
 27 AND DAMAGES:**

28 **1<sup>st</sup> CAUSE OF ACTION:** For Denial of Access  
 by a Public Accommodation in Violation of the  
 Americans with Disabilities Act of 1990 (42  
 U.S.C. §12101, *et seq.*)

**2<sup>nd</sup> CAUSE OF ACTION:** For Denial of Full  
 and Equal Access in Violation of California  
 Civil Code §§54, 54.1 and 54.3

**3<sup>rd</sup> CAUSE OF ACTION:** For Denial of  
 Access to Full and Equal Accommodations,  
 Advantages, Facilities, Privileges and/or  
 Services in Violation of California Civil Code  
 §51, *et seq.* (The Unruh Civil Rights Act)

**DEMAND FOR JURY**

1 Plaintiff PATRICK CONNALLY, an individual, complains of defendants BARBARA R.  
2 BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT,  
3 Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos Trust and alleges as  
4 follows:

5 **INTRODUCTION:**

6 1. This is a civil rights action for discrimination against persons with physical  
7 disabilities, of which class plaintiff PATRICK CONNALLY and the disability community are  
8 members, for failure to remove architectural barriers structural in nature at defendants' FORT  
9 MASON MARKET and DELI, a place of public accommodation, thereby discriminatorily  
10 denying plaintiff and the class of other similarly situated persons with physical disabilities access  
11 to, the full and equal enjoyment of, opportunity to participate in, and benefit from, the goods,  
12 facilities, services, and accommodations thereof. Plaintiff seeks injunctive relief and damages  
13 pursuant to the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, *et seq.*; California  
14 Civil Code §§51, 51.5 and 54, *et seq.*; and California Health & Safety Code §19955, *et seq.*

15 2. Plaintiff PATRICK CONNALLY is a person with physical disabilities who, on or  
16 about September 7, 2010, September 23, 2010 and November 11, 2010, was an invitee, guest,  
17 patron, customer at defendants' FORT MASON MARKET and DELI, in the City of San  
18 Francisco, California. At said times and place, defendants failed to provide proper legal access  
19 to the market and deli, which is a "public accommodation" and/or a "public facility" including,  
20 but not limited to the entrance, signage and non compliant aisle ways. The denial of access was  
21 in violation of both federal and California legal requirements, and plaintiff PATRICK  
22 CONNALLY suffered violation of his civil rights to full and equal access, and was embarrassed  
23 and humiliated.

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1 **JURISDICTION AND VENUE:**

2 3. **Jurisdiction:** This Court has jurisdiction of this action pursuant to 28 U.S.C.  
 3 §1331 for violations of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101, *et seq.*  
 4 Pursuant to pendant jurisdiction, attendant and related causes of action, arising from the same  
 5 nucleus of operative facts and arising out of the same transactions, are also brought under parallel  
 6 California law, whose goals are closely tied with the ADA, including but not limited to violations  
 7 of California Civil Code §51, *et seq.* and §54, *et seq.*, California Health & Safety Code §19955 *et*  
 8 *seq.*, including §19959; California Building Code.

9 4. **Venue:** Venue is proper in this court pursuant to 28 U.S.C. §1391(b) and is  
 10 founded on the facts that the real property which is the subject of this action is located at/near  
 11 1701 Greenwich Street, in the City and County of San Francisco, State of California, and that  
 12 plaintiff's causes of action arose in this county.

13 **PARTIES:**

14 5. Plaintiff PATRICK CONNALLY is a "physically handicapped person," a  
 15 "physically disabled person," and a "person with physical disabilities" (hereinafter the terms  
 16 "physically disabled", "physically handicapped" and "person with physical disabilities" are used  
 17 interchangeably, as these words have similar or identical common usage and legal meaning, but  
 18 the legislative scheme in Part 5.5 of the Health & Safety Code uses the term "physically  
 19 handicapped persons" and the Unruh Civil Rights Act, §§51, 51.5, 54 and 54.1, and other  
 20 statutory measures refer to protection of the rights of "physically disabled persons").

21 Plaintiff PATRICK CONNALLY is a "person with physical disabilities", as defined by all  
 22 applicable California and United States laws. Plaintiff has severe traumatic head injury, chronic  
 23 arthritis in upper extremities and constant joint inflammation, pain and swelling. Plaintiff  
 24 PATRICK CONNALLY requires the use of a wheelchair to travel about in public.

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1 Consequently, plaintiff PATRICK CONNALLY is a member of that portion of the public whose  
2 rights are protected by the provisions of Health & Safety Code §19955, *et seq.* (entitled "Access  
3 to Public Accommodations by Physically Handicapped Persons") and the protections of the  
4 Unruh Civil Rights Act, Civil Code §§51 and 51.5 the Disabled Persons Act, Civil Code §54,  
5 and the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*

6 6. Defendants BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital  
7 Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-  
8 Lint 2008 Inter Vivos Trust (hereinafter alternatively collectively referred to as "defendants") are  
9 the owners and operators, lessors and/or lessees, or agents of the owners, lessors and/or lessees,  
10 of the public accommodation known as FORT MASON MARKET and DELI, located at/near  
11 1701 Greenwich Street, San Francisco, California, or of the building and/or buildings which  
12 constitute said public accommodation.

13 7. At all times relevant to this complaint, defendants BARBARA R. BOYLE,  
14 Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the  
15 Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos Trust, own and operate in joint  
16 venture the subject FORT MASON MARKET and DELI as a public accommodation. This  
17 business is open to the general public and conducts business therein. The business is a "public  
18 accommodation" or "public facility" subject to the requirements of California Civil Code §§51,  
19 51.5 and 54, *et seq.*, Health and Safety code §19955, *et seq.*, and the ADA, 42 U.S.C. §12101, *et*  
20 *seq.*

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8. At all times relevant to this complaint, defendants BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos Trust are jointly and severally responsible to identify and remove architectural barriers at the subject FORT MASON MARKET and DELI pursuant to Code of Federal Regulations title 28, section 36.201(b), which states in pertinent part:

**§ 36.201 General**

(b) *Landlord and tenant responsibilities.* Both the landlord who owns the building that houses a place of public accommodation and the tenant who owns or operates the place of public accommodation are public accommodations subject to the requirements of this part. As between the parties, allocation of responsibility for complying with the obligations of this part may be determined by lease or other contract.

28 CFR §36.201(b)

**PRELIMINARY FACTUAL ALLEGATIONS:**

9. The FORT MASON MARKET and DELI, is a located at/near 1701 Greenwich Street, San Francisco, California 94123. The FORT MASON MARKET and DELI, its entrance, signage and non compliant aisle ways, and its other facilities are each a "place of public accommodation or facility" subject to the barrier removal requirements of the Americans with Disabilities Act. On information and belief, each such facility has, since July 1, 1970, undergone "alterations, structural repairs and additions," each of which has subjected the market and each of its facilities, entrance, signage and non compliant aisle ways to disability access requirements per the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and Title 24 of the California Code of regulations (Title 24).

1           10.    On or about March 26, 2010, defendants' and each of them purchased and/or  
2 took possessory control of the premises now known as FORT MASON MARKET and DELI.  
3 At all times prior thereto, defendants' and each of them were aware of their obligation prior to  
4 the close of escrow, or upon taking possessory interest that public accommodations had a duty to  
5 identify and remove architectural barriers and were aware that FORT MASON MARKET and  
6 DELI was not accessible to the disabled. Nevertheless, defendants' and each of them, operated  
7 market and deli as though it was accessible.

8           11.    At all times stated herein, defendants' and each of them with the knowledge that  
9 each of them had a continuing obligation to identify and remove architectural barriers where it  
10 was readily achievable to do so, failed to adopt a transition plan to provide better and/or  
11 compliant access to the subject accommodation.

12           12.    At all times referred to herein and continuing to the present time, defendants, and  
13 each of them, advertised, publicized and held out the FORT MASON MARKET and DELI as  
14 being handicapped accessible and handicapped usable.

15           13.    On or about September 7, 2010, September 23, 2010 and November 11, 2010,  
16 plaintiff PATRICK CONNALLY was an invitee and guest at the subject FORT MASON  
17 MARKET and DELI, for purposes of purchasing goods.

18           14.    On or about September 7, 2010, September 23, 2010 and November 11, 2010,  
19 plaintiff PATRICK CONNALLY was unable to independently participate in the goods and  
20 services at FORT MASON MARKET AND DELI because of an approximately six (6) inch high  
21 landing.

22           15.    At said times and place, plaintiff PATRICK CONNALLY had personal  
23 knowledge that the aisle ways/paths of travel inside FORT MASON MARKET and DELI were  
24 non compliant. As such, it would've been a "futile gesture" to attempt to use them.  
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1           16.     On or about October 18, 2010, plaintiff PATRICK CONNALLY wrote both the  
2 landlord and the tenant about his concerns with the step and not being able to access the market  
3 deli. Plaintiff PATRICK CONNALLY provided a solution. In part he wrote:

4                     "Is there a way to do a curb cut in or a permanent  
5 ramp? Maybe another entrance? Maybe what you need is to get a  
6 portable light aluminum ramp and install a buzzer and sign for use  
7 by the disabled. For every one inch of step up, you need one foot of  
8 ramp. So, if your step is 5" high, you need a 5ft. ramp. If it's 8"  
9 high, you need a 8ft. ramp. The sign should say something like:  
10 "Press buzzer for ramp assistance." Maybe make it 11"x17" with  
the wheelchair symbol in white and blue background. You've seen  
those signs, haven't you?

11                     A place that sells ramps is Prairie View Industries,  
12 Inc. at 800-554-7267. There are other places to get a ramp from but  
here is a start."

13 Plaintiff PATRICK CONNALLY never received a response.

14           17.     Therefore, at said times and place, plaintiff PATRICK CONNALLY, a person  
15 with a disability, encountered the following inaccessible elements of the subject FORT MASON  
16 MARKET AND DELI, which constituted architectural barriers and a denial of the proper and  
17 legally-required access to a public accommodation to persons with physical disabilities including,  
18 but not limited to:

- 19           a.     lack of directional signage to show accessible routes of travel, i.e.  
20 entrances;
- 21           b.     lack of an accessible entrance due to a six (6) inch step/landing; and
- 22           c.     lack of accessible paths of travel throughout the store; and
- 23           d.     On personal knowledge, information and belief, other public facilities and  
24 elements too numerous to list were improperly inaccessible for use by  
persons with physical disabilities.

25           18.     At all times stated herein, the existence of architectural barriers at defendants'  
26 place of public accommodation evidenced "actual notice" of defendants' intent not to comply  
27 with the Americans with Disabilities Act of 1990 either then, now or in the future.  
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1           19.     On or about October 18, 2010, defendant(s) were sent two (2) letters by or on  
2 behalf of plaintiff PATRICK CONNALLY advising of their need to take immediate action to  
3 remove architectural barriers and requesting a written response upon receipt of his letter,  
4 promising to immediately remove the barriers and providing a date when that would be  
5 accomplished. Said letters are attached hereto collectively as exhibit "A" and incorporated by  
6 reference as though fully set forth herein. Defendants' failure to respond evidenced an intent not  
7 to seek or engage in an early and reasonable resolution of the matter.

8           20.     At all times stated herein, defendants, and each of them, did not act as reasonable  
9 and prudent landlord/tenant and were "negligent per se" or at a minimum negligent for not  
10 removing architectural barriers that would foreseeably prevent plaintiff PATRICK CONNALLY  
11 from receiving the same goods and services as able bodied people and some of which may and did  
12 pose a threat of harm and/or personal injury to people with disabilities.

13           21.     As a legal result of defendants BARBARA R. BOYLE, Trustee of the Barbara R.  
14 Boyle Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint and  
15 Catherine Brandi-Lint 2008 Inter Vivos Trust's failure to act as a reasonable and prudent public  
16 accommodation in identifying, removing or creating architectural barriers, policies, practices and  
17 procedures that denied access to plaintiff and other persons with disabilities, plaintiff suffered the  
18 damages as alleged herein.

19           22.     As a result of the denial of equal access to defendants' facilities due to the acts and  
20 omissions of defendants, and each of them, in owning, operating and maintaining these subject  
21 public facilities, plaintiff suffered violations of plaintiff's civil rights, including but not limited to  
22 rights under Civil Code §§54, 54.1 and 54.3.

23           23.     Further, plaintiff PATRICK CONNALLY suffered emotional distress, mental  
24 distress, mental suffering, mental anguish, which includes, but is not limited to, shame,  
25 humiliation, embarrassment, anger, disappointment and worry, expectedly and naturally  
26 associated with a person with physical disabilities being denied access, all to his damages as  
27 prayed hereinafter in an amount within the jurisdiction of this court.



1 No claim is being made for mental and emotional distress over and above that usually associated  
2 with the discrimination and physical injuries claimed, and no expert testimony regarding this  
3 usual mental and emotional distress will be presented at trial in support of the claim for damages.

4 24. Defendants', and each of their, failure to remove the architectural barriers  
5 complained of herein created, at the time of plaintiff PATRICK CONNALLY's first visit to said  
6 public accommodation, and continues to create continuous and repeated exposure to substantially  
7 the same general harmful conditions which caused plaintiff PATRICK CONNALLY harm as  
8 stated herein.

9 25. Plaintiff PATRICK CONNALLY was denied his rights to equal access to a public  
10 facility by defendants BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and  
11 CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008  
12 Inter Vivos Trust, because defendants BARBARA R. BOYLE, Trustee of the Barbara R. Boyle  
13 Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint and Catherine  
14 Brandi-Lint 2008 Inter Vivos Trust maintained a market and deli without access for persons with  
15 physical disabilities to its facilities, including but not limited to entrance, signage and non  
16 compliant aisle ways, and other public areas as stated herein, and continue to the date of filing this  
17 complaint to deny equal access to plaintiff and other persons with physical disabilities in these and  
18 other ways.

19 26. On information and belief, construction alterations carried out by defendants have  
20 also triggered access requirements under both California law and the Americans with Disabilities  
21 Act of 1990.

22 27. Plaintiff, as described hereinbelow, seeks injunctive relief to require the FORT  
23 MASON MARKET and DELI to be made accessible to meet the requirements of both California  
24 law and the Americans with Disabilities Act of 1990, whichever is more restrictive, so long as  
25 defendants operate the FORT MASON MARKET and DELI as a public facility.

1        28. Plaintiff seeks damages for violation of his civil rights on September 7, 2010,  
2 September 23, 2010 and November 11, 2010 and seeks statutory damages of not less than \$4,000,  
3 pursuant to Civil Code §52(a) or alternatively \$1000 pursuant to Civil Code §54.3, for each day  
4 after his visit that the trier of fact (court/jury) determines was the date that some or all remedial  
5 work should have been completed under the standard that the landlord and tenant had an ongoing  
6 duty to identify and remove architectural barriers where it was readily achievable to do so, which  
7 deterred plaintiff PATRICK CONNALLY from returning to the subject public accommodation  
8 because of his knowledge and/or belief that neither some or all architectural barriers had been  
9 removed and that said premises remains inaccessible to persons with disabilities whether a  
10 wheelchair user or otherwise.

11        29. On information and belief, defendants have been negligent in their affirmative duty  
12 to identify the architectural barriers complained of herein and negligent in the removal of some or  
13 all of said barriers.

14        30. Because of defendants' violations, plaintiff and other persons with physical  
15 disabilities are unable to use public facilities such as those owned and operated by defendants on a  
16 "full and equal" basis unless such facility is in compliance with the provisions of the Americans  
17 with Disabilities Act of 1990, Civil Code §54.1 and Health & Safety Code §19955, *et seq.* and  
18 other accessibility law as plead herein. Plaintiff seeks an order from this court compelling  
19 defendants to make the FORT MASON MARKET and DELI accessible to persons with  
20 disabilities.

1        31. On information and belief, defendants have intentionally undertaken to modify and  
2 alter existing building(s), and have failed to make them comply with accessibility requirements  
3 under the requirements of ADAAG and California Building Code. The acts and omission of  
4 defendants, and each of them, in failing to provide the required accessible public facilities at the  
5 time of plaintiff's visit and injuries, indicate actual and implied malice toward plaintiff, and  
6 despicable conduct carried out by defendants, and each of them, with a willful and conscious  
7 disregard for the rights and safety of plaintiff and other similarly situated persons, and justify a  
8 trebling of damages as provided by Civil Code §§52(a) and 54.3, in order to make a more  
9 profound example of defendants, and each of them, to other operators and landlords of other  
10 markets and deli's and other public facilities, and to punish defendants and to carry out the  
11 purposes of the Civil Code §§ 51, 51.5 and 54.

12        32. Plaintiff is informed and believes and therefore alleges that defendants BARBARA  
13 R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT,  
14 Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos Trust, and each of them,  
15 caused the subject building(s) which constitute the FORT MASON MARKET and DELI to be  
16 constructed, altered and maintained in such a manner that persons with physical disabilities were  
17 denied full and equal access to, within and throughout said building(s) of the market and deli and  
18 were denied full and equal use of said public facilities. Furthermore, on information and belief,  
19 defendants have continued to maintain and operate said market and deli and/or its building(s) in  
20 such conditions up to the present time, despite actual and constructive notice to such defendants  
21 that the configuration of the market and deli and/or its building(s) is in violation of the civil rights  
22 of persons with physical disabilities, such as plaintiff PATRICK CONNALLY, and other  
23 members of the disability community. Such construction, modification, ownership, operation,  
24 maintenance and practices of such public facilities are in violation of Civil Code §§51, 51.5 and  
25 54, Health and Safety Code §19955, and the ADA, 42 U.S.C. §12101, *et seq.*

1        33. On personal knowledge, information and belief, the basis of defendants' actual and  
2 constructive notice that the physical configuration of the facilities including, but not limited to,  
3 architectural barriers constituting the FORT MASON MARKET and DELI and/or building(s) was  
4 in violation of the civil rights of persons with physical disabilities, such as plaintiff, includes, but  
5 is not limited to, communications with invitees and guests, plaintiff PATRICK CONNALLY  
6 himself, sponsors of conferences, owners of other restaurants, hotels, motels and businesses,  
7 notices they obtained from governmental agencies upon modification, improvement, or substantial  
8 repair of the subject premises and other properties owned by these defendants, newspaper articles  
9 and trade publications regarding the Americans with Disabilities Act of 1990 and other access  
10 laws, public service announcements by former U.S. Attorney General Janet Reno between 1993  
11 and 2000, and other similar information. Defendants' failure, under state and federal law, to make  
12 the market and deli accessible is further evidence of defendants' conscious disregard for the rights  
13 of plaintiff and other similarly situated persons with disabilities. Despite being informed of such  
14 effect on plaintiff and other persons with physical disabilities due to the lack of accessible  
15 facilities, defendants, and each of them, knowingly and willfully refused to take any steps to  
16 rectify the situation and to provide full and equal access for plaintiff and other persons with  
17 physical disabilities to the market and deli. Said defendants, and each of them, have continued  
18 such practices, in conscious disregard for the rights of plaintiff and other persons with physical  
19 disabilities, up to the date of filing of this complaint, and continuing thereon.

20 Defendants had further actual knowledge of the architectural barriers referred to herein by virtue  
21 of the demand letter addressed to the defendants and served concurrently with the summons and  
22 complaint. Said conduct, with knowledge of the effect it was and is having on plaintiff and other  
23 persons with physical disabilities, constitutes despicable conduct in conscious disregard of the  
24 rights and safety of plaintiff and of other similarly situated persons, justifying the imposition of  
25 treble damages per Civil Code §§52 and 54.3.

26        34. Plaintiff PATRICK CONNALLY and the disability community, consisting of  
27 persons with disabilities, would, could and will return to the subject public accommodation when  
28 it is made accessible to persons with disabilities.

1 **I. FIRST CAUSE OF ACTION FOR DENIAL OF ACCESS BY A PUBLIC**  
 2 **ACCOMMODATION IN VIOLATION OF THE AMERICANS WITH**  
 3 **DISABILITIES ACT OF 1990 (42 U.S.C. §12101, *et seq.*)**

4 (On behalf of Plaintiff PATRICK CONNALLY, an individual and Against Defendants  
 5 BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE  
 6 BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos  
 7 Trust, inclusive)  
 8 (42 U.S.C. §12101, *et seq.*)

9 35. Plaintiff repleads and incorporates by reference, as if fully set forth again herein,  
 10 the allegations contained in paragraphs 1 through 34 of this complaint.

11 36. Pursuant to law, in 1990, the United States Congress made findings per 42 U.S.C.  
 12 §12101 regarding persons with physical disabilities, finding that laws were needed to more fully  
 13 protect:

14 some 43 million Americans with one or more physical or mental  
 15 disabilities; [that] historically society has tended to isolate and  
 16 segregate individuals with disabilities; [that] such forms of  
 17 discrimination against individuals with disabilities continue to be a  
 18 serious and pervasive social problem; [that] the nation's proper  
 19 goals regarding individuals with disabilities are to assure equality of  
 20 opportunity, full participation, independent living and economic  
 21 self-sufficiency for such individuals; [and that] the continuing  
 22 existence of unfair and unnecessary discrimination and prejudice  
 23 denies people with disabilities the opportunity to compete on an  
 24 equal basis and to pursue those opportunities for which our free  
 25 society is justifiably famous.

26 37. Congress stated as its purpose in passing the Americans with Disabilities Act of  
 27 1990 (42 U.S.C. §12102):

28 It is the purpose of this act (1) to provide a clear and comprehensive  
 national mandate for the elimination of discrimination against  
 individuals with disabilities; (2) to provide clear, strong, consistent,  
 enforceable standards addressing discrimination against individuals  
 with disabilities; (3) to ensure that the Federal government plays a  
 central role in enforcing the standards established in this act on  
 behalf of individuals with disabilities; and (4) to invoke the sweep  
 of Congressional authority, including the power to enforce the 14th  
 Amendment and to regulate commerce, in order to address the  
 major areas of discrimination faced day to day by people with  
 disabilities.



38. As part of the Americans with Disabilities Act of 1990, Public Law 101-336 (hereinafter the "ADA"), Congress passed "Title III - Public Accommodations and Services Operated by Private Entities" (Section 301 42 U.S.C. §12181, *et seq.*). Among the public accommodations identified for purposes of this title was:

(7) PUBLIC ACCOMMODATION - The following private entities are considered public accommodations for purposes of this title, if the operations of such entities affect commerce -

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(E) a bakery, grocery store, clothing store, hardware store, shopping center, or other sales or rental establishment.

42 U.S.C. §12181(7)(E)

39. Pursuant to §302, 42 U.S.C. §12182, "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases, or leases to, or operates a place of public accommodation."

40. The specific prohibitions against discrimination set forth in §302(b)(2)(a), 42 U.S.C. §12182(b)(2)(a) are:

(i) the imposition or application of eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered;

(ii) a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations;

(iii) a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility,



1 privilege, advantage, or accommodation being offered or would  
2 result in an undue burden;

3 (iv) a failure to remove architectural barriers, and  
4 communication barriers that are structural in nature, in existing  
5 facilities . . . where such removal is readily achievable; and

6 (v) where an entity can demonstrate that the removal of  
7 a barrier under clause (iv) is not readily achievable, a failure to  
8 make such goods, services, facilities, privileges, advantages or  
9 accommodations available through alternative methods if such  
10 methods are readily achievable.

11 The acts of defendants set forth herein were a violation of plaintiff's rights under the ADA, Public  
12 Law 101-336, and the regulations promulgated thereunder, 28 CFR Part 36, *et seq.* - Effective  
13 January 31, 1993, the standards of the ADA were also incorporated into California Civil Code  
14 §51, making available the damage remedies incorporated into Civil Code §51 and 52(a) and 54.3.

15 41. The removal of the barriers complained of by plaintiff as hereinabove alleged were  
16 at all times after January 26, 1992 "readily achievable" as to the subject building(s) of FORT  
17 MASON MARKET and DELI pursuant to 42 U.S.C. §12182 (b)(2)(A)(i)-(iv). On information  
18 and belief, if the removal of all the barriers complained of herein together was not "readily  
19 achievable," the removal of each individual barrier complained of herein was "readily  
20 achievable." On information and belief, defendants' failure to remove said barriers was likewise  
21 due to discriminatory practices, procedures and eligibility criteria, as defined by 42 U.S.C. §12182  
22 (b)(2)(A)(i) and (ii).

23 42. Per 42 U.S.C. §12181 (9), the term "readily achievable" means "easily  
24 accomplishable and able to be carried out without much difficulty or expense." The statute  
25 defines relative "expense" in part in relation to the total financial resources of the entities  
26 involved. Plaintiff alleges that properly repairing, modifying, or altering each of the items that  
27 plaintiff complains of herein were and are "readily achievable" by the defendants under the  
28 standards set forth under §301(9) of the Americans with Disabilities Act. Furthermore, if it was  
not "readily achievable" for defendants to remove each of such barriers, defendants have failed to  
make the required services available through alternative methods which were readily achievable.

1        43.     On information and belief, construction work on, and modifications of, the subject  
2 building(s) of FORT MASON MARKET and DELI occurred after the compliance date for the  
3 Americans with Disabilities Act, January 26, 1992, independently triggering access requirements  
4 under Title III of the ADA.

5        44.     Pursuant to the Americans with Disabilities Act of 1990, 42 U.S.C. §12188, *et*  
6 *seq.*, plaintiff is entitled to the remedies and procedures set forth in §204(a) of the Civil Rights  
7 Act of 1964, 42 U.S.C. 2000(a)-3(a), as plaintiff is being subjected to discrimination on the basis  
8 of disability in violation of this title or have reasonable grounds for believing that plaintiff is about  
9 to be subjected to discrimination in violation of §302. Plaintiff is deterred from returning to or  
10 making use of the public facilities complained of herein so long as the premises and defendants'  
11 policies bar full and equal use by persons with physical disabilities.

12        45.     42 U.S.C. 12188 (a)(1) states: "Nothing in this section shall require a person with a  
13 disability to engage in a futile gesture if such person has actual notice that a person or  
14 organization covered by this title does not intend to comply with its provisions." Pursuant to this  
15 section, plaintiff PATRICK CONNALLY has not returned to defendants' premises since on or  
16 about November 11, 2010, but on information and belief, alleges that defendants have continued  
17 to violate the law and deny the rights of plaintiff and of other persons with physical disabilities to  
18 access this public accommodation. Pursuant to 42 USC §12188(a)(2), "In cases of violations of  
19 §302(b)(2)(A)(iv) . . . injunctive relief shall include an order to alter facilities to make such  
20 facilities readily accessible to and usable by individuals with disabilities to the extent required by  
21 this title."

22        46.     Plaintiff seeks relief pursuant to remedies set forth in §204(a) of the Civil Rights  
23 Act of 1964 (42 U.S.C. 2000(a)-3(a)), and pursuant to federal regulations adopted to implement  
24 the Americans with Disabilities Act of 1990, including but not limited to an order granting  
25 injunctive relief and attorneys' fees. Plaintiff will seek attorneys' fees conditioned upon being  
26 deemed to be the prevailing party.

1 **II. SECOND CAUSE OF ACTION FOR DENIAL OF FULL AND EQUAL ACCESS**  
 2 **IN VIOLATION OF CALIFORNIA CIVIL CODE §§54, 54.1 AND 54.3, ET SEQ.**  
 3 (On Behalf of Plaintiff PATRICK CONNALLY, an individual and Against Defendants  
 4 BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE  
 5 BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos  
 6 Trust, inclusive)  
 7 (California Civil Code §§54, 54.1, 54.3, *et seq.*)

8 47. Plaintiff repleads and incorporates by reference as if fully set forth again herein, the  
 9 allegations contained in paragraphs 1 through 46 of this complaint.

10 48. At all times relevant to this action, California Civil Code §54 has provided that  
 11 persons with physical disabilities are not to be discriminated against because of physical handicap  
 12 or disability. This section provides that:

13 (a) Individuals with disabilities . . . have the same rights as  
 14 the general public to full and free use of the streets, highways,  
 15 sidewalks, walkways, public buildings, medical facilities, including  
 16 hospitals, clinics, and physicians' offices, and other public places.

17 49. California Civil Code §54.1 provides that persons with disabilities shall not be  
 18 denied full and equal access to places of public accommodation or facilities:

19 (a)(1) Individuals with disabilities shall be entitled to full  
 20 and equal access, as other members of the general public, to  
 21 accommodations, advantages, facilities, medical facilities, including  
 22 hospitals, clinics, and physicians' offices, and privileges of all  
 23 common carriers, airplanes, motor vehicles, railroad trains,  
 24 motorbuses, streetcars, boats, or any other public conveyances or  
 25 modes of transportation (whether private, public, franchised,  
 26 licensed, contracted, or otherwise provided), telephone facilities,  
 27 adoption agencies, private schools, hotels, lodging places, places of  
 28 public accommodation, amusement or resort, and other places to  
 which the general public is invited, subject only to the conditions  
 and limitations established by law, or state or federal regulation, and  
 applicable alike to all persons.

Civil Code §54.1(a)(1)

50. California Civil Code §54.1 further provides that a violation of the Americans with  
 Disabilities Act of 1990 constitutes a violation of section 54.1:

(d) A violation of the right of an individual under the  
 Americans with Disabilities Act of 1990 (Public Law 101-336) also  
 constitutes a violation of this section, and nothing in this section  
 shall be construed to limit the access of any person in violation of  
 that act.

Civil Code §54.1(d)

1        51. Plaintiff PATRICK CONNALLY is a person within the meaning of Civil Code  
 2 §54.1 whose rights have been infringed upon and violated by the defendants, and each of them, as  
 3 prescribed by Civil Code §§54 and 54.1. Each specific architectural barrier which defendants  
 4 knowingly and willfully fail and refuse to remove constitutes a separate act in violation of Civil  
 5 Code §§54 and 54.1. Plaintiff has been and continue to be denied full and equal access to  
 6 defendants' FORT MASON MARKET and DELI. As a legal result, plaintiff is entitled to seek  
 7 damages pursuant to a court or jury determination, in accordance with California Civil Code  
 8 §54.3(a) for each day on which he visited or have been deterred from visiting the FORT MASON  
 9 MARKET and DELI because of his knowledge and belief that the market and deli is inaccessible  
 10 to persons with disabilities. California Civil Code §54.3(a) provides:

11                Any person or persons, firm or corporation, who denies or interferes  
 12 with admittance to or enjoyment of the public facilities as specified  
 13 in Sections 54 and 54.1 or otherwise interferes with the rights of an  
 14 individual with a disability under Sections 54, 54.1 and 54.2 is  
 15 liable for each offense for the actual damages and any amount as  
 16 may be determined by a jury, or the court sitting without a jury, up  
 to a maximum of three times the amount of actual damages but in  
 no case less than . . . one thousand dollars (\$1,000) and . . .  
 attorney's fees as may be determined by the court in addition  
 thereto, suffered by any person denied any of the rights provided in  
 Sections 54, 54.1 and 54.2.

17                Civil Code §54.3(a)

18        52. On or about September 7, 2010, September 23, 2010 and November 11, 2010,  
 19 plaintiff PATRICK CONNALLY suffered violations of Civil Code §§54 and 54.1 in that plaintiff  
 20 PATRICK CONNALLY was denied access to entrance, signage and non compliant aisle ways and  
 21 other public facilities as stated herein at the FORT MASON MARKET and DELI and on the basis  
 22 that plaintiff PATRICK CONNALLY was a person with physical disabilities.

23        53. As a result of the denial of equal access to defendants' facilities due to the acts and  
 24 omissions of defendants, and each of them, in owning, operating and maintaining these subject  
 25 public facilities, plaintiff suffered violations of plaintiff's civil rights, including but not limited to  
 26 rights under Civil Code §§54, 54.1 and 54.3.

1        54. Further, plaintiff PATRICK CONNALLY suffered mental distress, mental  
2 suffering, mental anguish, which includes shame, humiliation, embarrassment, frustration, anger,  
3 disappointment and worry, all of which are expectedly and naturally associated with a denial of  
4 access to a person with physical disabilities, all to plaintiff's damages as hereinafter stated.  
5 Defendants' actions and omissions to act constituted discrimination against plaintiff on the sole  
6 basis that plaintiff is a person or an entity that represents persons with physical disabilities and  
7 unable, because of the architectural barriers created and maintained by the defendants in violation  
8 of the subject laws, to use the public facilities hereinabove described on a full and equal basis as  
9 other persons.

10        55. Plaintiff has been damaged by defendants', and each of their, wrongful conduct and  
11 seeks the relief that is afforded by Civil Code §§54 and 54.1, 54.3 for violation of plaintiff's rights  
12 as a person or an entity that represents persons with physical disabilities on or about September 7,  
13 2010, September 23, 2010 and November 11, 2010, and on a continuing basis since then,  
14 including statutory damages, a trebling of all of actual damages, general and special damages  
15 available pursuant to §54.3 of the Civil Code according to proof.

16        56. As a result of defendants', and each of their, acts and omissions in this regard,  
17 plaintiff has been required to incur legal expenses and hire attorneys in order to enforce  
18 plaintiff's rights and enforce the provisions of the law protecting access for persons with physical  
19 disabilities and prohibiting discrimination against persons with physical disabilities. Pursuant to  
20 the provisions of Civil Code §54.3, plaintiff therefore will seek recovery in this lawsuit for all  
21 reasonable attorneys' fees and costs incurred if deemed the prevailing party. Additionally,  
22 plaintiff's lawsuit is intended not only to obtain compensation for damages to plaintiff, but also to  
23 compel the defendants to make their facilities accessible to all members of the public with  
24 disabilities, justifying public interest attorneys' fees, if deemed the prevailing party, pursuant to  
25 the provisions of §1021.5 of the Code of Civil Procedure.

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1 **III. THIRD CAUSE OF ACTION FOR DENIAL OF ACCESS TO FULL AND EQUAL**  
 2 **ACCOMMODATIONS, ADVANTAGES, FACILITIES, PRIVILEGES AND/OR**  
 3 **SERVICES IN VIOLATION OF CALIFORNIA CIVIL CODE §51, ET SEQ. (THE**  
 4 **UNRUH CIVIL RIGHTS ACT)**

5 (On Behalf of Plaintiff PATRICK CONNALLY, an individual and Against Defendants  
 6 BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE  
 7 BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos  
 8 Trust, inclusive)  
 9 (Civil Code §51, 51.5)

10 57. Plaintiff repleads and incorporates by reference, as if fully set forth again herein,  
 11 the allegations contained in paragraphs 1 through 56 of this complaint.

12 58. Defendants' actions and omissions and failure to act as a reasonable and prudent  
 13 public accommodation in identifying, removing and/or creating architectural barriers, policies,  
 14 practices and/or procedures violates §51 of the Civil Code, the Unruh Civil Rights Act. The  
 15 Unruh Act provides:

16 This section shall be known, and may be cited, as the Unruh  
 17 Civil Rights Act.

18 All persons within the jurisdiction of this state are free and  
 19 equal, and no matter what their sex, race, color, religion, ancestry,  
 20 national origin, or **disability** are entitled to the full and equal  
 21 accommodations, advantages, facilities, privileges, or services in all  
 22 business establishments of every kind whatsoever.

23 This section shall not be construed to confer any right or  
 24 privilege on a person that is conditioned or limited by law or that is  
 25 applicable alike to persons of every sex, color, race, religion,  
 26 ancestry, national origin, or **disability**.

27 Nothing in this section shall be construed to require any  
 28 construction, alteration, repair, structural or otherwise, or  
 modification of any sort whatsoever, beyond that construction,  
 alteration, repair, or modification that is otherwise required by other  
 provisions of law, to any new or existing establishment, facility,  
 building, improvement, or any other structure . . . nor shall anything  
 in this section be construed to augment, restrict, or alter in any way  
 the authority of the State Architect to require construction,  
 alteration, repair, or modifications that the State Architect otherwise  
 possesses pursuant to other . . . laws.

A violation of the right of any individual under the  
 Americans with Disabilities Act of 1990 (Public Law 101-336) shall  
 also constitute a violation of this section.



1 As the Unruh Act incorporates violations of the Americans with Disabilities Act of 1990, the  
 2 "intent" of the defendants in not complying with barrier removal is not an issue.

3 Hence, the failure on the parts of defendants, as reasonable and prudent public accommodations,  
 4 in acting or failing to act to identify and remove barriers can be construed as a "negligent per se"  
 5 act of defendants, and each of them.

6 59. The acts and omissions of defendants stated herein are discriminatory in nature and  
 7 in violation of Civil Code §51.5:

8 No business establishment of any kind whatsoever shall  
 9 discriminate against, boycott or blacklist, refuse to buy from, sell to,  
 10 or trade with any person in this state because of the race, creed,  
 11 religion, color, national origin, sex, or **disability** of the person or of  
 the person's partners, members, stockholders, directors, officers,  
 managers, superintendents, agents, employees, business associates,  
 suppliers, or customers.

12 As used in this section, "person" includes any person, firm  
 13 association, organization, partnership, business trust, corporation,  
 limited liability company, or company.

14 Nothing in this section shall be construed to require any  
 15 construction, alteration, repair, structural or otherwise, or  
 16 modification of any sort whatsoever, beyond that construction,  
 17 alteration, repair or modification that is otherwise required by other  
 18 provisions of law, to any new or existing establishment, facility,  
 19 building, improvement, or any other structure . . . nor shall anything  
 in this section be construed to augment, restrict or alter in any way  
 the authority of the State Architect to require construction,  
 alteration, repair, or modifications that the State Architect otherwise  
 possesses pursuant to other laws.

20 60. Defendants' acts and omissions as specified have denied to the plaintiff full and  
 21 equal accommodations, advantages, facilities, privileges and services in a business establishment,  
 22 on the basis of physical disability, in violation of Civil Code §§51 and 51.5, the Unruh Civil  
 23 Rights Act. Furthermore, pursuant to the 1992 amendment to California Civil Code §51, "A  
 24 violation of the right of any individual under the Americans with Disabilities Act of 1990 (Public  
 25 Law 101-336) shall also constitute a violation of this section." Plaintiff accordingly incorporates  
 26 the entirety of his above cause of action for violation of the Americans with Disabilities Act at  
 27 §35, *et seq.*, as if replied herein.

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1        61. As a result of the denial of equal access to defendants' facilities due to the acts and  
2 omissions of defendants, and each of them, in owning, operating and maintaining these subject  
3 public facilities, plaintiff suffered violations of plaintiff's civil rights, including but not limited to  
4 rights under Civil Code §§54, 54.1 and 54.3.

5        62. Further, plaintiff PATRICK CONNALLY suffered mental distress, mental  
6 suffering, mental anguish, which includes shame, humiliation, embarrassment, frustration, anger,  
7 disappointment and worry, all of which are expectedly and naturally associated with a denial of  
8 access to a person with physical disabilities, all to plaintiff's damages as hereinafter stated.  
9 Defendants' actions and omissions to act constituted discrimination against plaintiff on the sole  
10 basis that plaintiff is a person or an entity that represents persons with physical disabilities and  
11 unable, because of the architectural barriers created and maintained by the defendants in violation  
12 of the subject laws, to use the public facilities hereinabove described on a full and equal basis as  
13 other persons.

14        63. Plaintiff PATRICK CONNALLY is entitled to the rights and remedies of §52(a)  
15 of the Civil Code, including trebling of actual damages (defined by §52(h) of the Civil Code to  
16 mean "special and general damages"), as well as to reasonable attorneys' fees and costs, as is  
17 allowed by statute, according to proof if deemed to be the prevailing party.

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1 **PRAYER:**

2 Plaintiff prays that this court award damages and provide relief as follows:

3 **I. PRAYER FOR FIRST CAUSE OF ACTION FOR DENIAL OF ACCESS BY A**  
 4 **PUBLIC ACCOMMODATION IN VIOLATION OF THE AMERICANS WITH**  
 5 **DISABILITIES ACT OF 1990 (42 U.S.C. §1 2101, *et seq.*)**

6 (On Behalf of Plaintiff PATRICK CONNALLY, an individual and Against Defendants  
 7 BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE  
 8 BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos  
 9 Trust, inclusive)  
 10 (42 U.S.C. §12101, *et seq.*)

11 1. For injunctive relief, compelling defendants BARBARA R. BOYLE, Trustee of the  
 12 Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint  
 13 and Catherine Brandi-Lint 2008 Inter Vivos Trust, inclusive, to make the FORT MASON  
 14 MARKET and DELI, located at 1701 Greenwich Street, San Francisco, California, readily  
 15 accessible to and usable by individuals with disabilities, per 42 U.S.C §12181, *et seq.*, and to  
 16 make reasonable modifications in policies, practice, eligibility criteria and procedures so as to  
 17 afford full access to the goods, services, facilities, privileges, advantages and accommodations  
 18 being offered.

19 2. For attorneys' fees, litigation expenses and costs of suit, if plaintiff is deemed the  
 20 prevailing party; and

21 3. For such other and further relief as the court may deem proper.

22 **II. PRAYER FOR SECOND CAUSE OF ACTION FOR DENIAL OF FULL AND**  
 23 **EQUAL ACCESS IN VIOLATION OF CALIFORNIA CIVIL CODE §§54, 54.1**  
 24 **AND 54.3, *ET SEQ.***

25 (On Behalf of Plaintiff PATRICK CONNALLY, an individual and Against Defendants  
 26 BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE  
 27 BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos  
 28 Trust, inclusive)  
 (California Civil Code §§54, 54.1, 54.3, *et seq.*)

1. For injunctive relief, compelling defendants BARBARA R. BOYLE, Trustee of the  
 Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint  
 and Catherine Brandi-Lint 2008 Inter Vivos Trust, inclusive, to make the FORT MASON  
 MARKET and DELI, located at 1701 Greenwich Street, San Francisco, California, readily  
 accessible to and usable by individuals with disabilities, per state law.

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2. Statutory damages as afforded by Civil Code §54.3 for the date of incident and for each occasion on which plaintiff was deterred from returning to the subject public accommodation.

3. Attorneys' fees pursuant to Civil Code §54.3 and Code of Civil Procedure §1021.5, if plaintiffs are deemed the prevailing party;

4. Treble damages pursuant to Civil Code §54.3;

5. General damages according to proof;

6. For all costs of suit;

7. Prejudgment interest pursuant to Civil Code §3291; and

8. Such other and further relief as the court may deem just and proper.

**III. PRAYER FOR THIRD CAUSE OF ACTION FOR DENIAL OF ACCESS TO FULL AND EQUAL ACCOMMODATIONS, ADVANTAGES, FACILITIES, PRIVILEGES AND/OR SERVICES IN VIOLATION OF CALIFORNIA CIVIL CODE §51, ET SEQ. (THE UNRUH CIVIL RIGHTS ACT)**

(On Behalf of Plaintiff PATRICK CONNALLY, an individual and Against Defendants BARBARA R. BOYLE, Trustee of the Barbara R. Boyle Marital Trust; and CATHERINE BRANDI-LINT, Trustee of the Robert A. Lint and Catherine Brandi-Lint 2008 Inter Vivos Trust, inclusive)  
(California Civil Code §§51, 51.5, et seq.)

1. All statutory damages as afforded by Civil Code §52(a) for the date of incident and for each occasion on which plaintiff was deterred from returning to the subject public accommodation;

2. Attorneys' fees pursuant to Civil Code §52(a), if plaintiff is deemed the prevailing party;

3. General damages according to proof;

4. Treble damages pursuant to Civil Code §52(a);

5. For all costs of suit;

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6. Prejudgment interest pursuant to Civil Code §3291; and

7. Such other and further relief as the court may deem just and proper.

Dated: 12/15/10, 2010

THOMAS E. FRANKOVICH,  
**A PROFESSIONAL LAW CORPORATION**

By: 

THOMAS E. FRANKOVICH  
Attorneys for Plaintiff PATRICK CONNALLY, an  
individual

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury for all claims for which a jury is permitted.

Dated: 12/15/10, 2010

THOMAS E. FRANKOVICH,  
**A PROFESSIONAL LAW CORPORATION**

By: 

THOMAS E. FRANKOVICH  
Attorneys for Plaintiff PATRICK CONNALLY, an  
individual

Patrick Connally  
164 N. San Pedro Rd., Apt C103  
San Rafael, CA 94903

October 18, 2010

Manager  
Fort Mason Market and Deli  
1701 Greenwich  
San Francisco, Ca 94123

Dear Manager of Fort Mason Market and Deli:

Recently, I visited Fort Mason Market & Deli, and I couldn't get in. You see, I use a wheelchair and there is a step to get in. Wheelchair users like myself, simply can't get in.

Is there a way to do a curb cut in or a permanent ramp? Maybe another entrance? Maybe what you need is to get a portable light aluminum ramp and install a buzzer and sign for use by the disabled. For every one inch of step up, you need one foot of ramp. So, if your step is 5" high, you need a 5ft. ramp. If it's 8" high, you need a 8ft. ramp. The sign should say something like: "Press buzzer for ramp assistance." Maybe make it 11"x17" with the wheelchair symbol in white and blue background. You've seen those signs, haven't you?

A place that sells ramps is Prairie View Industries, Inc. at 800-554-7267. There are other places to get a ramp from but here is a start.

I thought the landlord and the tenant should know about this. That's why I wrote this identical letter to both of you. It's like letting the right hand know what the left hand is doing! If you both put your hands and heads together, I know the two of you can fix this problem.

Remember, wheelchair users have an old saying: "Access delayed is Access denied!" You understand, right? Anyway, please write me when you get this letter and make me a promise that you will take care of this right away. Give me a date. If you are not the one in charge or don't have the responsibility to do it, would you make sure this letter goes to the person in charge or who can make decisions on what to do. Thanks!

Sincerely,

  
Patrick Connally

EXH A



Patrick Connally  
164 N. San Pedro Rd., Apt C103  
San Rafael, CA 94903

October 18, 2010

Owner Of Building  
Fort Mason Market and Deli  
1701 Greenwich  
San Francisco, Ca 94123

Dear Owner of Building for Fort Mason Market and Deli:

Recently, I visited Fort Mason Market & Deli, and I couldn't get in. You see, I use a wheelchair and there is a step to get in. Wheelchair users like myself, simply can't get in.

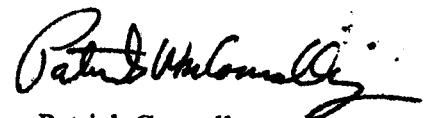
Is there a way to do a curb cut in or a permanent ramp? Maybe another entrance? Maybe what you need is to get a portable light aluminum ramp and install a buzzer and sign for use by the disabled. For every one inch of step up, you need one foot of ramp. So, if your step is 5" high, you need a 5ft. ramp. If it's 8" high, you need a 8ft. ramp. The sign should say something like: "Press buzzer for ramp assistance." Maybe make it 11"x17" with the wheelchair symbol in white and blue background. You've seen those signs, haven't you?

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Remember, wheelchair users have an old saying: "Access delayed is Access denied!" You understand, right? Anyway, please write me when you get this letter and make me a promise that you will take care of this right away. Give me a date. If you are not the one in charge or don't have the responsibility to do it, would you make sure this letter goes to the person in charge or who can make decisions on what to do. Thanks!

Sincerely,



Patrick Connally